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a third lot, the vendor sold unbleached goods to the vendee and delivered to U., who put them in the vendee's name, and according to a previous arrangement with the vendee bleached at the vendee's direction and expense, and delivered a part. *Held*, that the right of stoppage *in transitu* continued on all the lots. *In re Poe Manufacturing Co.*, 80 S. E. 194 (S. C.).

The decision on the first claim is clearly correct. If a bailee without notice of the sale holds goods for the vendor, the latter's lien may be exercised, as the goods remain in his constructive possession. *M'Ewan v. Smith*, 2 H. L. Cas. 309; *In re Batchelder*, 2 Low. 245, 2 Fed. Cas. No. 1099. After the bailee is notified to deliver to the purchaser, the right of stoppage *in transitu* exists until the bailee attorns to the buyer. *Rowe v. Pickford*, 8 Taunt. 83; *Norfolk Hardwood Co. v. New York Central & H. R. R. Co.*, 202 Mass. 160, 88 N. E. 664. The partial delivery of the second lot suggests attornment, but is not conclusive. *Ex parte Cooper*, 11 Ch. D. 68. But attornment appears in the bailee's holding the remainder subject to the vendee's order. *Gulford v. Smith*, 30 Vt. 49. As to the third lot, the bailee by previous agreement held subject to the buyer's directions from the very start. *Cf. Scott v. Pettit*, 3 B. & P. 469; *In re Batchelder*, *supra*. The bailee was under a duty also to bleach the goods. A bailee's additional duty to the purchaser other than carriage is such an attornment as to end the transit. See *Bethel v. Clark*, 20 Q. B. D. 615, 617; *Harris v. Pratt*, 17 N. Y. 249, 263; WILLISTON, SALES, § 524; 23 HARV. L. REV. 142. This has been applied where the extra duty was forwarding elsewhere. *Norfolk Hardwood Co. v. New York Central & H. R. R. Co.*, *supra*. The duty to bleach seems a *fortiori* such a submission to the purchaser as to terminate the vendor's rights.

SPECIFIC PERFORMANCE — NEGATIVE CONTRACTS — CONTRACT TO BUY BEER FROM PLAINTIFF ONLY. — The defendant contracted to buy from the plaintiff all the beer used in the defendant's saloon for a certain period, and not to buy from any one else. The contract contained a provision for liquidated damages. The plaintiff seeks to enjoin the defendant from buying of any other dealer. *Held*, that the injunction will not be granted. *Bartholemae & Roesing Brewing Co. v. Modzelewski*, 47 Nat. Corp. Rep. 686 (Ill. App. Ct.).

The question of enforcing a negative contract in regard to land has usually arisen in connection with restrictions that are really equitable servitudes. In such cases no damage would be necessary for relief. The plaintiff is protected by some courts because the covenant will not run at law. *Catt v. Tourle*, 4 Ch. App. 654. The better theory is that the servitude is a property right, a forced sale of which would be unjust. (See criticism, in this issue of the Review, of the Illinois case of *Van Sand v. Rose*, 103 N. E. 194, 27 HARV. L. REV. 494.) Such a servitude could be imposed on the defendant's business as well as on his land. *Wilkes v. Spooner*, 27 T. L. R. 157. It is, however, the intent of the parties that creates these servitudes, as inferred from the agreement and the surrounding circumstances. *Peck v. Conway*, 119 Mass. 546. As the court in the principal case points out, no such intent is apparent here, so there is no servitude, but a mere negative contract. The adequacy of the legal remedy is therefore important. The damage that will be caused the plaintiff by the defendant's buying from competitors will exceed the damage from the mere loss of the sale, and will be purely conjectural. The presence of a provision for liquidated damages will not prevent specific performance. *Diamond Match Co. v. Roeber*, 106 N. Y. 473, 13 N. E. 419. It is therefore submitted that the injunction should have been granted.

THEATRES — RIGHTS OF TICKET HOLDER. — The plaintiff, during the course of a moving picture performance, for which he had purchased a reserved seat, was ejected from the defendant's theatre, with no unnecessary force. He brings